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November 1, 2022

VIA: Electronic Mail & Federal Express

Mr. Nick Benhammou
Solar Program
Group Solar USA
3333 Henry Hudson Parkway, Suite 1A
Bronx, NY 10463
nick@nyref.org
nicolasbenhammou@gmail.com

Re: Fraudulent Chargebacks – Solar Program and Group Solar USA

Dear Mr. Benhammou:

The law firm of Gordon Rees Scully Mansukhani, LLP represents Sunrun, Inc. (“Sunrun”) and Clean Energy Experts (“CEE”). CEE is a Sunrun subsidiary that sells solar leads.

As you are aware, in August of 2019, Group Solar USA opened an account with CEE. **(Exhibit A.)** Subsequently, in May of 2020, Solar Program also opened an account with CEE. **(Exhibit B.)** You were registered as the primary account user for both accounts. **(Exhibit C; Exhibit D.)** In connection with opening those accounts, you entered into a Lead Purchase Agreement (the “Agreement”) with CEE **(Exhibit E)** and also agreed to the Terms of Use for your use of CEE’s website **(Exhibit F)**.

Under the terms of the Agreement, CEE provided you with leads pertaining to potential customer requests for certain products and/or services that Solar Program offers. **See Exhibit E, Section 3; Exhibit F, Section 12.** In exchange for those leads, you were required to pay CEE “the applicable Lead Price . . . for each Lead submitted to [CEE]” **See Exhibit E, Section 3.** The Agreement required you to pre-pay for all leads ordered. **See id.** For any lead fees not pre-paid, CEE was allowed to invoice you on a semi-monthly basis, requesting payment of the unpaid fees upon receipt of such invoice. **See id.**

The Agreement also contains a provision related to credit card authorizations. Under that provision, you authorized CEE to bill your credit card “for any and all charges and fees . . . related to the purchase of Leads.” **See Exhibit E, Section 8.** That section of the Agreement further states:

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“Merchant [you] **agrees not to initiate a chargeback** with respect to any Leads Fees with the credit card issuer unless Merchant has exhausted all attempts to resolve any disputes directly with the Company [CEE]. You further understand that initiating a chargeback does not extinguish your obligation to pay.” *See id.*

In June of 2022, you began to violate several terms of the Agreement. Specifically, on June 28, 2022, Solar Program fraudulently requested \$11,000 in chargebacks from its credit card company, American Express. The requested chargebacks were initially rejected by American Express because the charges were legitimate charges for goods and services that were provided pursuant to an ongoing contractual relationship and accepted by Solar Program. Solar Program, however, did not stop there. We have since learned that Solar Program resubmitted the same chargeback request, as well as several other new chargeback requests, amounting to a grand total of \$65,600 in false chargebacks. **See Exhibit G.** This time, American Express approved those chargebacks. It has further come to our attention that Group Solar USA has engaged in the same deceitful practice of submitting fraudulent chargeback requests to American Express. Group Solar’s false chargebacks total \$193,288.00. **See Exhibit H.** For the chargebacks that American Express has approved, we have not been provided any documents or information that supports this decision and are challenging the decision with American Express.

We acknowledge that you paid a total of \$11,275 towards the false chargebacks. You have, however, refused to pay the remainder of the amounts owed, which now totals \$247,613 in unpaid lead fees. You have also frivolously threatened, for no legitimate business reason, to request additional false chargebacks and to file meritless litigation based on unfounded allegations of being misled with regard to bid pricing, despite having access to data and reports that contradict your allegations. You have further failed to provide any evidence to support your claims that you are entitled to any chargebacks for the work that Solar Program and Group Solar USA performed in connection with the Agreement.

We thereby demand that you cease filing false chargebacks against CEE on behalf of Solar Program and Group Solar USA. We further demand that you cancel any and all chargeback requests that are currently pending before American Express. Finally, we demand that you identify the total amount in chargebacks that American Express approved, and that you received, and that you then pay CEE back for that total amount.

When you entered into business with CEE, you agreed that “[a]ny dispute, claim or controversy arising out of or relating to this Agreement or the breach [or] enforcement thereof, shall be determined by arbitration in Los Angeles County, CA before one arbitrator. The arbitration shall be administered by JAMS.” **See Exhibit E, Section 10: Arbitration.** You further agreed that “all claims or causes of action . . . that may be based upon or arise out of or relate to this Agreement or related to the negotiation, execution or performance of the Agreement . . . between [CEE] and [you], shall be governed by, construed and interpreted in accordance with the laws of the State of California.” **See Exhibit E, Section 10: Forum and Choice of Law.**

If you have not taken the aforementioned steps toward resolving your fraudulent chargebacks by November 7, 2022, we will be forced to take aggressive legal action against you, Solar Program, and Group Solar. Consistent with the terms of the Agreement, that legal action

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will take the form of arbitration in California and will be governed by California law. At present, under California law, we have legal claims against you for fraud, conversion, civil theft, and breach of contract, amongst others. If you fail to make CEE whole by November 7, 2022, we will pursue relief under all applicable statutes to the fullest extent allowed by California law.

Sunrun and CEE will not be held hostage or brought to the table with unfounded claims and thinly disguised extortion attempts. If you are interested in resolving these matters informally and without litigation, please contact me at cguilmartin@grsm.com. In the meantime, you are directed to not have any communications with Sunrun or CEE. If I do not hear from you by November 7, 2022, I will assume that you are not interested in engaging with Sunrun and CEE now or in the future, and legal action will be initiated.

Sunrun reserves all its rights and legal remedies. Nothing in this letter shall be construed as a waiver of any rights Sunrun may have, all of which are expressly reserved.

Sincerely,

GORDON REES SCULLY MANSUKHANI



Cullen W. Guilmartin

CWG:ns
Enclosures